

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

UNITED STATES OF AMERICA,

Plaintiff,

v.

MANON COTE,

Defendant,

and

SHAWS SUPERMARKET, INC., and its
successors or assigns,

Garnishee.

Misc. No. 2:21-MC-132

Related to Docket No. 1:13-CR-00041-001

AGREED FINAL ORDER OF GARNISHMENT

The parties, the United States of America, by its attorney, Nikolas P. Kerest, United States Attorney for the District of Vermont, the Defendant, Manon Cote (“Defendant”), and the Garnishee, Shaws Supermarket, Inc. (“Garnishee”), agree and stipulate as follows:

1. The Defendant's name is Manon Cote and the last known address is Orleans, Vermont.
2. A Judgment was entered against the Defendant in this action in the amount of \$368,245.37. The total balance due on the Judgment is \$340,440.55, as of December 5, 2022.
3. The Garnishee, whose address is 250 E. Parkcenter Blvd, Boise, Idaho 83706, has in its possession, custody, or control property of the Defendant in the form of wages paid to the Defendant.

4. The Defendant waives services of an application for a writ of continuing garnishment pursuant to Section 3205 of the Federal Debt Collection Procedures Act of 1990 (“FDCPA”), 28 U.S.C. § 3205, and further waives Defendant’s right to a hearing under section 3205 and any other process to which the Defendant may be entitled under the FDCPA.

5. The Garnishee also waives service of an application for a writ of continuing garnishment pursuant to 28 U.S.C. § 3205 and further waives its right to answer and waives being heard in this matter and any other process to which the Garnishee may be entitled under the FDCPA.

6. The Defendant agrees and stipulates that her wages are subject to garnishment under 28 U.S.C. § 3205 and expressly agrees and stipulates that the entry of a final order in garnishment is proper.

7. The parties therefore agree and stipulate to the entry of a Final Order in Garnishment against the nonexempt wages of the Defendant. It is expressly agreed and stipulated to by the parties that the Garnishee shall pay into the hands of the United States Attorney twenty percent (20%) per pay period from Defendant's disposable earnings. See 15 U.S.C. § 1673(a).

To calculate disposable earnings, subtract the following from wages, commissions, and income: 1) Federal income tax; 2) FICA tax; 3) State income tax; and 4) State statutory withholdings.

8. It is further stipulated that upon request of the Office of the United States Attorney or U.S. Probation Office the Defendant shall provide a new financial statement, tax returns, or any other financial information. After review of the updated financial information, payments may change in accordance with current financial status.

9. These sums will be applied to the judgment rendered against Manon Cote in the previous action, Docket No. 1:13-CR-00041-001. These payments are to continue until the unpaid balance is fully paid and satisfied.

Checks should be made payable to: "Clerk, U.S. District Court" and mailed to:

Clerk, U.S. District Court
P.O. Box 945
Burlington, VT 05402-0945

10. Nothing in this agreement prevents the United States from pursuing administrative offsets of any funds owed to the defendant by any government agency, including the Internal Revenue Service, and the Defendant specifically consents to any such offset. Any payments applied to this claim by the Internal Revenue Service as a result of tax return offsets will be credited as a payment to the existing balance but will not interrupt the periodic payments withheld from wages described above unless it results in payment in full.

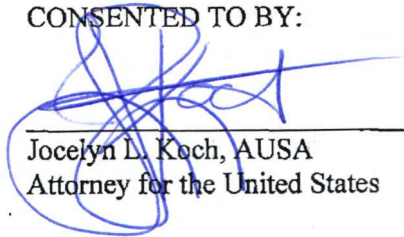
11. The Defendant can at any time, request an accounting of the funds garnished. However, the Defendant hereby knowingly waives any rights that she may have under 28 U.S.C. § 3205(c)(9) to any automatic accounting.

APPROVED AND SO ORDERED this 4th day of January 2023.

/s/ William K. Sessions III

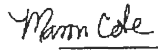
WILLIAM K. SESSIONS III
United States District Judge

CONSENTED TO BY:




Jocelyn L. Koch, AUSA
Attorney for the United States

DATE 1/3/23



Manon Cote
Defendant

DATE 12/5/22



for Albertsons Companies
Shaws Supermarket, Inc.
Garnishee

DATE 12/28/2022